

Fisheries and Oceans Pêches et Océans Canada Canada

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# **REQUEST FOR STANDING OFFER**

# DEMANDE D'OFFRES À COMMANDES (DOC)

Proposal to: Fisheries and Oceans Canada

We hereby offer to sell to Her Majesty the Queen in right of Canada, in accordance with the terms and conditions set out herein, referred to herein or attached hereto, the goods and services listed herein and on any attached sheets at the price(s) set out therefor.

Proposition aux : Pêches et Océans Canada

Nous offrons par la présente de vendre à Sa Majesté la Reine du chef du Canada, aux conditions énoncées ou incluses par référence dans la présente et aux appendices ci-jointes, les biens et les services énumérés ici sur toute feuille ciannexée, au(x) prix indiqué(s).

Comments: - Commentaries :

THIS DOCUMENT CONTAINS A SECURITY REQUIREMENT

LE PRÉSENT DOCUMENT COMPORTE UNE EXIGENCE EN MATIÈRE DE SÉCURITÉ

<b>Title – Sujet</b> Legionella Bacteria Control Manageme Plans, Pacific Region		nt	<b>Date</b> July 12, 2021	
<b>Solicitation No. –</b> 30000153	Nº de l'invitation			
Client Reference No No. de référence du client 30000153			ient	
Solicitation Close	es – L'invitation prei	nd fin		
At /à: 14 h 00 Atl	antic Daylight Time (/	ADT)		
On / le: August ?	12, 2021			
F.O.B. – F.A.B GST – TPS Destination See herein — inclus		ci-	<b>Duty – Droits</b> See herein — Voir ci-inclu	
services	Destination of Goods and Services – Destinations des biens et services See herein — Voir ci-inclus			
Instructions See herein — Voir ci-inclus				
Address Inquiries to – Adresser toute demande de renseignements à Marin McLeod – Contracting Specialist				
Adresser toute de	emande de renseigr	nements	à	
Adresser toute de	emande de renseigr	nements	à	
Adresser toute de Marin McLeod – C Email – courriel:	emande de renseigr		à	

Vendor Name, Address and Representative – Nom du vendeur, adresse et représentant du fournisseur/de l'entrepreneur:

Telephone No. – No. de téléphone	Facsimile No. – No. de télécopieur	
Name and title of person authorized to sign on behalf of Vendor (type or print) – Nom et titre de la personne autorisée à signer au nom du fournisseur (taper ou écrire en caractères d'imprimerie)		
Signature	Date	

Buyer ID - Id de l'acheteur

File No. - N° du dossier 450000XXXX(TBD) CCC No./N° CCC - FMS No./N° VME

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#### **PART 1 - GENERAL INFORMATION**

#### 1.1 Introduction

The Request for Standing Offers (RFSO) is divided into seven parts plus attachments and annexes, as follows:

- Part 1 General Information: provides a general description of the requirement;
- Part 2 Offeror Instructions: provides the instructions applicable to the clauses and conditions of the RFSO;
- Part 3 Offer Preparation Instructions: provides Offerors with instructions on how to prepare their offer to address the evaluation criteria specified;
- Part 4 Evaluation Procedures and Basis of Selection: indicates how the evaluation will be conducted, the evaluation criteria which must be addressed in the offer, and the basis of selection;
- Part 5 Certifications and Additional Information: includes the certifications and additional information to be provided;
- Part 6 Security, Financial and Insurance Requirements: includes specific requirements that must be addressed by Offerors; and
- Part 7 7A, Standing Offer, and 7B, Resulting Contract Clauses:

7A, includes the Standing Offer containing the offer from the Offeror and the applicable clauses and conditions;

7B, includes the clauses and conditions which will apply to any contract resulting from a call-up made pursuant to the Standing Offer.

The Annexes include the Statement of Work and corresponding Appendices, the Basis of Payment, the Security Requirements Checklist, and any other annexes.

#### 1.2 Summary

The purpose of this request is to solicit services to obtain a complete Legionella Risk Assessment and Legionella Bacteria Control Management Plan for specific DFO/CCG locations in British Columbia. The work will take place at various sites within British Columbia.

DFO Intends to award two (2) Standing Offer Agreements.

The Period of the SOA (Standing offer Arrangement) will be from SOA award to July 31, 2022, with the option to extend for one (1) additional one (1) year period.

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The requirement is subject to the provisions of the Canadian Free Trade Agreement (CFTA), the Canada-Chile Free Trade Agreement (CCFTA), the Comprehensive and Progressive Agreement for Trans-Pacific Partnership (CPTPP), the Canada-Columbia Free Trade Agreement (CCoIFTA), the Canadian European Union Comprehensive Economic and Trade Agreement (CETA), the Canada-Honduras Free Trade Agreement, the Canada-Korea Free Trade Agreement, the Canada-United States-Mexico Agreement (CUSMA), the Canada-Panama Free Trade Agreement (CPanFTA), the Canada-Peru Free Trade Agreement (CPFTA), the Canada-Ukraine Free Trade Agreement and the World Trade Organization Agreement on Government Procurement (WTO-AGP), if it is in force.

The Request for Standing Offers (RFSO) is to establish National Individual Standing Offer for the requirement detailed in the RFSO, to the Identified Users across Canada, **excluding** locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the resulting standing offers.

# 1.3 Security Requirements

There are security requirements associated with the requirement of the Standing Offer. For additional information, see Part 6 - Security, Financial and Insurance Requirements, and Part 7 - Standing Offer and Resulting Contract Clauses. For more information on personnel and organization security screening or security clauses, offerors should refer to the <u>Contract Security Program</u> of Public Works and Government Services Can*ada* (http://www.tpsgc-pwgsc.gc.ca/esc-src/introduction-eng.html) website.

## 1.4 Debriefings

Offerors may request a debriefing on the results of the request for standing offers process. Offerors should make the request to the Standing Offer Authority within 15 working days of receipt of the results of the request for standing offers process. The debriefing may be in writing, by telephone or in person.

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## PART 2 - OFFEROR INSTRUCTIONS

#### 2.1 Standard Instructions, Clauses and Conditions

All instructions, clauses and conditions identified in the Request for Standing Offers (RFSO) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

Revision to Departmental Name: As this solicitation is issued by Fisheries and Oceans Canada (DFO), any reference to Public Works and Government Services Canada or PWGSC or its Minister contained in any term, condition or clause of this solicitation, including any individual SACC clauses incorporated by reference, will be interpreted as reference to DFO or its Minister.

Offerors who submit an offer agree to be bound by the instructions, clauses and conditions of the RFSO and accept the clauses and conditions of the Standing Offer and resulting contract(s).

The <u>2006 (2020-05-28)</u> Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, are incorporated by reference into and form part of the RFSO.

Subsection 5.4 of <u>2006</u>, Standard Instructions - Request for Standing Offers - Goods or Services - Competitive Requirements, is amended as follows:

Delete: 60 days Insert: 120 days

#### 2.2 Submission of Offers

Offers must be submitted only to Fisheries and Oceans Canada (DFO) Bid Receiving Unit by the date, time and place indicated on page 1 of the RFSO.

Due to the nature of the Request for Standing Offers, transmission of offers by facsimile to DFO will not be accepted.

#### 2.3 Former Public Servant

Offerors must complete Part 5.2.3.8.

## 2.4 Enquiries - Request for Standing Offers

All enquiries must be submitted in writing to the Standing Offer Authority no later than **10 calendar days** before the Request for Standing Offers (RFSO) closing date. Enquiries received after that time may not be answered.

Offerors should reference as accurately as possible the numbered item of the RFSO to which the enquiry relates. Care should be taken by Offerors to explain each question in sufficient detail in order to enable Canada to provide an accurate answer. Technical enquiries that are of a proprietary nature must be clearly marked "proprietary" at each relevant item. Items identified as "proprietary" will be treated as such except where Canada determines that the enquiry is not of a proprietary nature. Canada may edit the question(s) or may request that Offerors do so, so that the proprietary nature of the question(s) is eliminated, and the enquiry can be answered to all Offerors. Enquiries not submitted in a form that can be distributed to all Offerors may not be answered by Canada.

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# 2.5 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

Offerors may, at their discretion, substitute the applicable laws of a Canadian province or territory of their choice without affecting the validity of their offer, by deleting the name of the Canadian province or territory specified and inserting the name of the Canadian province or territory of their choice. If no change is made, it acknowledges that the applicable laws specified are acceptable to the Offerors.

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## PART 3 - OFFER PREPARATION INSTRUCTIONS

#### 3.1 Offer Preparation Instructions

Canada requests that Offerors provide their offer in separately bound sections as follows:

- Section I: Technical Offer (one soft copy in PDF format)
- Section II: Financial Offer (one soft copy in PDF format)
- Section III: Certifications (one soft copy in PDF format)

The maximum size per email (including attachments) is limited to 10MB. If the limit is exceeded, your email might not be received by DFO. It is suggested that you compress the email size or send multiple emails to ensure delivery. Bidders are responsible to send their proposal and to allow enough time for DFO to receive the proposal by the closing period indicated in the RFP.

For bids transmitted by email, DFO will not be responsible for any failure attributable to the transmission or receipt of the email bid. DFO will send a confirmation email to the Bidders when the submission is received.

Prices must appear in the financial offer only. No prices must be indicated in any other section of the offer.

Due to the nature of the RFSO, facsimile offers will not be accepted.

Canada requests that Offerors follow the format instructions described below in the preparation of their offer.

- (a) use 8.5 x 11 inch (216 mm x 279 mm) format;
- (b) use a numbering system that corresponds to that of the Request for Standing Offers.

#### Section I: Technical Offer

In their technical offer, Offerors should explain and demonstrate how they propose to meet the requirements and how they will carry out the Work.

## Section II: Financial Offer

Offerors must submit their financial offer in accordance with Attachment 1 to Part 3 – Pricing Schedule. The total amount of Applicable Taxes must be shown separately.

## 3.1.1 Electronic Payment of Invoices – Offer

Please complete Section 5.2.3.4 Electronic Payment Instruments.

## 3.1.2 Exchange Rate Fluctuation

C3011T (2013-11-06), Exchange Rate Fluctuation

**Section III: Certifications** Offerors must submit the certifications and additional information required under Part 5.

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# ATTACHMENT 1 TO PART 3 – PRICING SCHEDULE

The Bidder should complete this pricing schedule and include it in its financial bid. As a minimum, the Bidder must respond to this pricing schedule by inserting in its financial bid for each of the periods specified below its quoted all-inclusive fixed hourly rate for each of the resource categories identified.

The rates specified below, when quoted by the Bidder, include the total estimated cost of all travel and living expenses that may need to be incurred for:

- a. Work described in Parts 7A, Standing Offer Agreement and 7B Resulting Contract Clauses, of this bid solicitation required to be performed within the province of British Columbia.
- b. Travel between the successful bidder's place of business and locations within the province; and
- c. The relocation of resources

to satisfy the terms of any resulting contract. These expenses cannot be charged directly and separately from the professional fees to any contract that may result from the bid solicitation.

\*The inclusion of volumetric data in this document does not represent a commitment by Canada that Canada's future usage of the services described in the bid solicitation will be consistent with this data.

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# Initial Standing Offer Agreement Period from SOA Award to July 31, 2022

	Cost Item	Units	Est. Quantity (a)	Unit Price (\$) (b)	Total Price (\$) (a) x (b)
1.	Site visit <sup>1</sup>	Building	6 <sup>1</sup>	\$	\$
2.	Legionella Risk Assessment <sup>2</sup>	Report	6 <sup>2</sup>	\$	\$
3.	Legionella Bacteria Control Management Plan <sup>3</sup>	Report	6 <sup>3</sup>	\$	\$
4.	Water and Bacteria Analysis⁴	Sample	120 <sup>4</sup>	\$	\$
				-	

- Site visit cost includes all expenses including travel, mileage, accommodations, meals, courier, etc. for all sites. Time spent on site for completion of actual work should be built into the legionella risk assessment costs. Travel and mileage costs cannot exceed travel allowances and mileage outlined in the national Joint Council Travel Directive <u>https://www.njc-cnm.gc.ca/directive/d10/en</u>
- 2) The legionella risk assessment must include all costs associated with generating the risk assessment report including but not limited to: cost of time spent on site, reporting, reviewing documents.
- The Legionella Bacteria Control Management Plan must include all costs associated with generating the Legionella risk assessment and LBCMP Report including time on site, reporting, and reviewing documents.
- 4) Sample estimated quantity is based on up to 20 bulk water samples per site. Water analysis includes all bulk water tests associated with the completion of the legionella risk assessment, such as but not limited to: Legionella culture tests via swab, dipslide, or bulk water collection. Laboratory costs must be included.

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# Option Year 1 – August 1, 2022 to July 31, 2023

	Cost Item	Units	Est. Quantity (a)	Unit Price (\$) (b)	Total Price (\$) (a) x (b)
1.	Site visit <sup>1</sup>	Building	6 <sup>1</sup>	\$	\$
2.	Legionella Risk Assessment <sup>2</sup>	Report	6 <sup>2</sup>	\$	\$
3.	Legionella Bacteria Control Management Plan <sup>3</sup>	Report	6 <sup>3</sup>	\$	\$
4.	Water and Bacteria Analysis⁴	Sample	120 <sup>4</sup>	\$	\$
			Total Cost	(excluding taxes)	\$

- Site visit cost includes all expenses including travel, mileage, accommodations, meals, courier, etc. for all sites. Time spent on site for completion of actual work should be built into the legionella risk assessment costs. Travel and mileage costs cannot exceed travel allowances and mileage outlined in the national Joint Council Travel Directive <u>https://www.njc-cnm.gc.ca/directive/d10/en</u>
- 2) The legionella risk assessment must include all costs associated with generating the risk assessment report including but not limited to: cost of time spent on site, reporting, reviewing documents.
- The Legionella Bacteria Control Management Plan must include all costs associated with generating the Legionella risk assessment and LBCMP Report including time on site, reporting, and reviewing documents.
- 4) Water analysis includes all bulk water tests associated with the completion of the legionella risk assessment, such as but not limited to: Legionella culture tests via swab, dipslide, or bulk water collection. Laboratory costs must be included.

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EVALUAT	ED PRICE
Subtotal for Initial Offer Period:	\$
Subtotal for Optional Offer Period One:	\$
<b>Total Evaluated Price</b> (Exclusive of Taxes):	\$

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#### PART 4 - EVALUATION PROCEDURES AND BASIS OF SELECTION

#### 4.1 Evaluation Procedures

- (a) Offers will be assessed in accordance with the entire requirement of the Request for Standing Offers including the technical and financial evaluation criteria.
- (b) An evaluation team composed of representatives of Canada will evaluate the offers.

#### 4.1.1 Technical Evaluation

#### 4.1.1.1 Mandatory Technical Criteria

Please see ATTACHMENT 1 TO PART 4 for Mandatory Technical Criteria

#### 4.1.1.2 Point Rated Technical Criteria

Please see ATTACHMENT 1 TO PART 4 for Point Rated Technical Criteria

## 4.1.2 Financial Evaluation

## 4.1.2.1 Evaluation of Price - Offer

SACC Manual Clause M0220T (2016-01-28), Evaluation of Price

## 4.2 Basis of Selection - Highest Combined Rating of Technical Merit (70%) and Price (30%)

- 1. To be declared responsive, a bid must:
  - a. comply with all the requirements of the bid solicitation; and
  - b. meet all mandatory criteria; and
  - c. obtain the required minimum of 45 points overall for the technical evaluation criteria which are subject to point rating. The rating is performed on a scale of 70 points.
- 2. Bids not meeting (a) or (b) or (c) will be declared non-responsive.
- 3. The selection will be based on the highest responsive combined rating of technical merit and price. The ratio will be 70% for the technical merit and 30% for the price.
- 4. To establish the technical merit score, the overall technical score for each responsive bid will be determined as follows: total number of points obtained / maximum number of points available multiplied by the ratio of 70%.
- 5. To establish the pricing score, each responsive bid will be prorated against the lowest evaluated price and the ratio of 30%.
- 6. For each responsive bid, the technical merit score and the pricing score will be added to determine its combined rating.

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7. Neither the responsive bid obtaining the highest technical score nor the one with the lowest evaluated price will necessarily be accepted. The responsive bid with the highest combined rating of technical merit and price will be recommended for award of a contract.

The table below illustrates an example where all three bids are responsive and the selection of the contractor is determined by a 70/30 ratio of technical merit and price, respectively. The total available points equals 135 and the lowest evaluated price is \$45,000 (45).

Basis of Selection - Highest Combined Rating Technical Merit (70%) and Price (30%)				
		Bidder 1	Bidder 2	Bidder 3
Overall Technical Score		115/135	89/135	92/135
Bid Evaluated Price \$55,000.00			\$50,000.00	\$45,000.00
Calculations	Technical Merit Score	115/135 x 70 = 59.63	89/135 x 70 = 46.15	92/135 x 70 = 47.70
	Pricing Score	45/55 x 30 = 24.55	45/50 x 30 = 27.00	45/45 x 30 = 30.00
Combined Rating		84.18	73.15	77.70
Overall Rating		1st	3rd	2nd

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# ATTACHMENT 1 TO PART 4 - EVALUATION CRITERIA

#### Mandatory Requirement:

Bidders' proposals must clearly demonstrate that they meet the following Mandatory Requirement for the proposal to be considered for further evaluation.

Proposals not meeting the mandatory criterion will be excluded from further consideration

	Mandatory Criterion	Meets? Yes/No	Cross-Reference to Proposal
M1	The Bidder <b>must</b> demonstrate experience over the last three (3) years, how the firm has participated in completing legionella risk assessments and control management plans of commercial and/or industrial facilities and/or Federal or Provincial Government owned property as described in the Statement of Work, within Canada.		
	Minimum 2 project descriptions to be provided in the tables at Annex "E".		
	The submitted reports <b>must</b> include a legionella risk assessment and management control plan created for a large industrial facility and/or commercial property and/or Federal or Provincial owned facility.		
	Information on specific projects should include: •The title of project(s), location (city, province), period for the project;		
	•Client references – names, address, email, phone number of client contact at working level. DFO reserves the right to contact the Bidder or the references provided at its sole discretion;		
	•Description of the project scope, methods of assessment, analysis report and management plan created for the facility.		
	•The Bidder's success in providing project deliverables within stated quality, budget and schedule requirements.		
M2	The Bidder <b>must</b> demonstrate that at least one (1) member of the proposed resource team has a Professional Engineers accreditation.		
	* To demonstrate accreditation, Bidders must provide a letter from the professional association or a copy of the professional certification.		
М3	The bidder <b>must</b> provide a current CV for all proposed resource personnel and must complete the associated tables at Annex "E" describing, education and relevant experience.		

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# Point-rated Criteria:

Γ

Proposals meeting the Mandatory Criterion will be evaluated and rated against the following Pointrated Criteria, using the evaluation factors specified for each criterion. It is imperative that these criteria be addressed in sufficient depth in the proposal to fully describe the Bidder's response and to permit the Evaluation Team to rate the proposals.

## Point-rated Technical Criteria

Legionella Risk Assessment and Management Control Plans				Cross- reference to Proposal
	Experience			
R1	The Bidder should submit a clearly defined methodology and approach to conducting a LBCMP assessment that meets the requirements as described in Annex "A" - Statement of Work. The Bidder must demonstrated its experience in completing the reporting requirements and recommendations outlined in the scope of work.	Unsatisfactory : 0 points Lacking specific detail: 10 points Adequate: 20 points Complete: 30 points Exceeds the requirement: 40 points *more detail provided in the R1 clarification table below*	40	
R2	The Bidder's proposed resource team has members that have Canadian Professional Accreditations.	Technologist: <b>1 point per</b> <b>resource</b> Certified Technician: <b>2 points</b> <b>per resource</b> Certified Industrial Hygienist: <b>3</b> <b>points per resource</b>	Up to a max of 15 points	
R3	The Bidder's proposed resource team has relevant professional experience related to the areas listed in the Statement of Work in section 4.1.	Combined total of 10 years: <b>5</b> <b>point</b> Combined total of 20 years <b>10</b> <b>points</b> Combined total of 30+ years: <b>15</b> <b>points</b>	15	
		Maximum points possible Minimum passing score	70 45/70	

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# **R1** Clarification Table

Unsatisfactory	Lacking specific detail	Adequate	Complete	Exceeds the
0 points	10 points	20 points	30 points	requirement 40 points
<ul> <li>No details provided.</li> <li>No approach or methodology was proposed.</li> </ul>	<ul> <li>Inadequate explanation of how the requirement will be met.</li> <li>The approach and method clear where</li> </ul>	<ul> <li>Acceptable explanation of how the requirement will be met.</li> <li>The approach and methodology are</li> </ul>	<ul> <li>Clear, easy-to- understand explanation of how the requirement will be met.</li> </ul>	<ul> <li>Well-detailed, in depth, and specific explanation of how the requirement will be met.</li> </ul>
<ul> <li>Most of the major elements were not addressed.</li> </ul>	methodology has limited structure and coherence; the approach is rarely logical and disorganized.	methodology are structured and coherent; most of the necessary details are provided.	<ul> <li>The approach and methodology are structured and coherent; most of the necessary details are provided.</li> </ul>	<ul> <li>The approach and methodology are structured, coherent, and all necessary details are provided.</li> </ul>
	<ul> <li>There are several major deficiencies with the objectives and expected outcomes of this requirement.</li> </ul>	<ul> <li>There are minor deficiencies with the objective and expected outcomes of this requirement.</li> <li>Some minor</li> </ul>	<ul> <li>There are minor deficiencies with the objective and expected outcomes of this requirement.</li> <li>The Bidder demonstrates the</li> </ul>	<ul> <li>There are no deficiencies with the objectives and expected outcomes of this requirement.</li> </ul>
	• The Bidder may meet the minimum capability to meet minor elements, but does not demonstrate the minimum capability to meet all of the major elements of the requirement.	<ul> <li>Some minor elements were not addressed clearly.</li> <li>The Bidder demonstrates the minimum acceptable capability to meet most elements of the requirement.</li> </ul>	capability to adequately meet all elements of the requirement.	• The Bidder demonstrates an understanding of the objective and the capability to fully meet all elements of the requirement.

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# PART 5 – CERTIFICATIONS AND ADDITIONAL INFORMATION

Offerors must provide the required certifications and additional information to be issued a standing offer.

The certifications provided by Offerors to Canada are subject to verification by Canada at all times. Unless specified otherwise, Canada will declare an offer non-responsive, will have the right to set-aside a standing offer, or will declare a contractor in default if any certification made by the Offeror is found to be untrue whether made knowingly or unknowingly during the offer evaluation period, during the Standing Offer period, or during the contract period.

The Standing Offer Authority will have the right to ask for additional information to verify the Offeror's certifications. Failure to comply and to cooperate with any request or requirement imposed by the Standing Offer Authority will render the offer non-responsive, result in the setting aside of the Standing Offer or constitute a default under the Contract.

## 5.1 Certifications Required with the Offer

Offerors must submit the following duly completed certifications as part of their offer.

## 5.1.1 Integrity Provisions - Declaration of Convicted Offences

In accordance with the Integrity Provisions of the Standard Instructions, all offerors must provide with their offer, **if applicable**, the declaration form available on the <u>Forms for the Integrity Regime</u> website (http://www.tpsgc-pwgsc.gc.ca/ci-if/declaration-eng.html), to be given further consideration in the procurement process.

## 5.2 Certifications Precedent to the Issuance of a Standing Offer and Additional Information

The certifications and additional information listed below should be submitted with the offer, but may be submitted afterwards. If any of these required certifications or additional information is not completed and submitted as requested, the Standing Offer Authority will inform the Offeror of a time frame within which to provide the information. Failure to provide the certifications or the additional information listed below within the time frame provided will render the offer non-responsive.

# 5.2.1 Integrity Provisions – Required Documentation

In accordance with the section titled Information to be provided when bidding, contracting or entering into a real procurement agreement of the <u>Ineligibility and Suspension Policy</u> (http://www.tpsgc-pwgsc.gc.ca/ci-if/politique-policy-eng.html), the Offeror must provide the required documentation, as applicable, to be given further consideration in the procurement process.

# 5.2.2 Federal Contractors Program for Employment Equity - Standing Offer Certification

By submitting an offer, the Offeror certifies that the Offeror, and any of the Offeror's members if the Offeror is a Joint Venture, is not named on the Federal Contractors Program (FCP) for employment equity "FCP Limited Eligibility to Bid" list ) available at the bottom of the page of the <u>Employment and Social Development Canada-Labour's</u> website (https://www.canada.ca/en/employment-social-development/programs/employment-equity/federal-contractor-program.html#s4).

Canada will have the right to declare an offer non-responsive, or to set-aside a Standing Offer, if the Offeror, or any member of the Offeror if the Offeror is a Joint Venture, appears on the "FCP Limited Eligibility to Bid" list at the time of issuing of a Standing Offer or during the period of the Standing Offer.

## 5.2.3 Additional Certifications Precedent to Issuance of a Standing Offer

#### 5.2.3.1 Status and Availability of Resources

SACC Manual clause M3020T (2016-01-28) Status of Availability of Resources

#### 5.2.3.2 Education and Experience

SACC Manual clause M3021T (2012-07-16) Education and Experience

## 5.2.3.3 Personnel Identification Form

The Contractor should complete and submit the Personnel Identification Form (PIF) found at Annex "C-1".

#### 5.2.3.4 List of Names for Integrity Verification Form

Bidders must complete the List of Names for Integrity Verification form found in Attachment 1 to Part 5.

#### 5.2.3.5 Electronic Payment Instruments

The Offeror accepts to be paid by any of the following Electronic Payment Instrument(s):

() Government Acquisition Card;

() Direct Deposit (Domestic and International)

#### 5.2.3.6 Contractor's Representative

The Contractor's Representative for the Contract is:

Name:	
Title:	
Address:	
Telephone:	
Facsimile:	
E-mail:	

#### 5.2.3.7 Supplementary Contractor Information

Pursuant to paragraph 221 (1)(d) of the Income Tax Act, payments made by departments and agencies under applicable services contracts (including contracts involving a mix of goods and services) must be reported on a T4-A supplementary slip.

To enable the Department of Fisheries and Oceans to comply with this requirement, the Contractor hereby agrees to provide the following information which it certifies to be correct, complete, and fully discloses the identification of this Contractor:

a) The legal name of the entity or individual, as applicable (the name associated with the Social Insurance Number (SIN) or Business Number (BN), as well as the address and the postal code:

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- b) The status of the contractor (individual, unincorporated business, corporation or partnership:
- c) For individuals and unincorporated businesses, the contractor's SIN and, if applicable, the BN, or if applicable, the Goods and Services Tax (GST)/Harmonized Sales Tax (HST) number:
- d) For corporations, the BN, or if this is not available, the GST/HST number. If there is no BN or GST/HST number, the T2 Corporation Tax number must be shown:

#### 5.2.3.8 Former Public Servant

Contracts awarded to former public servants (FPS) in receipt of a pension or of a lump sum payment must bear the closest public scrutiny, and reflect fairness in the spending of public funds. In order to comply with Treasury Board policies and directives on contracts awarded to FPS, offerors must provide the information required below before the issuance of a standing offer. If the answer to the questions and, as applicable the information required by the time the evaluation of offers is completed, Canada will inform the Offeror of a time frame within which to provide the information. Failure to comply with Canada's request and meet the requirement within the prescribed time frame will render the offer non-responsive.

#### Definitions

For the purposes of this clause,

"former public servant" is any former member of a department as defined in the *Financial Administration Act* R.S., 1985, c. F-11, a former member of the Canadian Armed Forces or a former member of the Royal Canadian Mounted Police. A former public servant may be:

- a. an individual;
- b. an individual who has incorporated;
- c. a partnership made of former public servants; or
- d. a sole proprietorship or entity where the affected individual has a controlling or major interest in the entity.

"lump sum payment period" means the period measured in weeks of salary, for which payment has been made to facilitate the transition to retirement or to other employment as a result of the implementation of various programs to reduce the size of the Public Service. The lump sum payment period does not include the period of severance pay, which is measured in a like manner.

"pension" means a pension or annual allowance paid under the <u>Public Service Superannuation Act</u> (PSSA), R.S., 1985, c. P-36, and any increases paid pursuant to the <u>Supplementary Retirement Benefits Act</u>, R.S., 1985, c. S-24 as it affects the PSSA. It does not include pensions payable pursuant to the <u>Canadian Forces</u> <u>Superannuation Act</u>, R.S., 1985, c. C-17, the <u>Defence Services Pension Continuation Act</u>, 1970, c. D-3, the <u>Royal Canadian Mounted Police Pension Continuation Act</u>, 1970, c. R-10, and the <u>Royal Canadian Mounted</u> <u>Police Superannuation Act</u>, R.S., 1985, c. R-11, the <u>Members of Parliament Retiring Allowances Act</u>, R.S. 1985, c. M-5, and that portion of pension payable to the <u>Canada Pension Plan Act</u>, R.S., 1985, c. C-8.

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# Former Public Servant in Receipt of a Pension

As per the above definitions, is the Offeror a FPS in receipt of a pension?

## YES()NO()

If so, the Offeror must provide the following information, for all FPS in receipt of a pension, as applicable:

- a. name of former public servant;
- b. date of termination of employment or retirement from the Public Service.

By providing this information, Offerors agree that the successful Offeror's status, with respect to being a former public servant in receipt of a pension, will be reported on departmental websites as part of the published proactive disclosure reports in accordance with <u>Contracting Policy Notice: 2012-2</u> and the <u>Guidelines on the Proactive Disclosure of Contracts</u>.

#### Work Force Adjustment Directive

Is the Offeror a FPS who received a lump sum payment pursuant to the terms of the Work Force Adjustment Directive?

## **YES**()**NO**()

If so, the Offeror must provide the following information:

- a. name of former public servant;
- b. conditions of the lump sum payment incentive;
- c. date of termination of employment;
- d. amount of lump sum payment;
- e. rate of pay on which lump sum payment is based;
- f. period of lump sum payment including start date, end date and number of weeks;
- g. number and amount (professional fees) of other contracts subject to the restrictions of a work force adjustment program.

For all contracts awarded during the lump sum payment period, the total amount of fees that may be paid to a FPS who received a lump sum payment is \$5,000, including Applicable Taxes.

#### The following certification signed by the contractor or an authorized officer:

"I certify that I have examined the information provided above and that it is correct and complete"

Name and Signature

Date

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# ATTACHMENT 1 TO PART 5 - LIST OF NAMES FOR INTEGRITY VERIFICATION FORM

#### Requirements

Section 17 of the <u>Ineligibility and Suspension Policy</u> (the Policy) requires suppliers, regardless of their status under the Policy, to submit a list of names with their bid or offer. The required list differs depending on the bidder or offeror's organizational structure:

- Suppliers including those bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all current directors.
- Privately owned corporations must provide a list of the owners' names.
- Suppliers bidding as sole proprietors, including sole proprietors bidding as joint ventures, whether incorporated or not, must provide a complete list of the names of all owners.
- Suppliers that are a partnership do not need to provide a list of names.

Suppliers may use this form to provide the required list of names with their bid or offer submission. Failure to submit this information with a bid or offer, where required, will render a bid or offer non-responsive, or the supplier otherwise disqualified for award of a contract or real property agreement. Please refer to <u>Information Bulletin</u>: <u>Required information to submit a bid or offer</u> for additional details.

List of names for integrity verification form

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#### PART 6 - SECURITY, FINANCIAL AND INSURANCE REQUIREMENTS

#### 6.1 Security Requirements

- 1. At the Request for Standing Offers closing date, the following conditions must be met:
  - (a) the Offeror must hold a valid organization security clearance as indicated in Part 7A Standing Offer;
  - (b) the Offeror's proposed individuals requiring access to classified or protected information, assets or sensitive work sites must meet the security requirements as indicate in Part 7A - Standing Offer;
  - (c) the Offeror must provide the name of all individuals who will require access to classified or protected information, assets or sensitive work sites;
- 2. For additional information on security requirements, offerors should refer to the <u>Contract Security</u> <u>Program</u> of Public Works and Government Services Canada (http://www.tpsgc-pwgsc.gc.ca/escsrc/introduction-eng.html) website.

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# PART 7 - STANDING OFFER AND RESULTING CONTRACT CLAUSES

## A. STANDING OFFER

- 7.1 Offer
- 7.1.1 The Offeror offers to perform the Work in accordance with the Statement of Work at Annex "A".

# 7.2 Security Requirements

**7.2.1** The following security requirements (SRCL and related clauses provided by the Contract Security Program) apply and form part of the Standing Offer.

SECURITY REQUIREMENT FOR CANADIAN SUPPLIER: PWGSC FILE No. FW041-200005 (30000153)

- 1. The Contractor/Offeror must, at all times during the performance of the Contract/Standing Offer, hold a valid Designated Organization Screening (DOS), issued by the Contract Security Program (CSP), Public Works and Government Services Canada (PWGSC).
- 2. The Contractor/Offeror personnel requiring access to sensitive site(s) must EACH hold a valid RELIABILITY STATUS, granted or approved by the CSP, PWGSC. Until the security screening of the Contractor personnel required by this Contract has been completed satisfactorily by the CSP, PWGSC, the Contractor personnel MAY NOT ENTER sites without an escort.
- 3. Subcontracts which contain security requirements are NOT to be awarded without the prior written permission of the CSP, PWGSC.
- 4. The Contractor/Offeror must comply with the provisions of the:
  - a) Security Requirements Check List and security guide (if applicable), attached at Annex "C",
  - b) Contract Security Manual (Latest Edition).

In order for the Department to ensure that your company and all individuals proposed to perform work under this contract hold the required security clearance, you must complete the Personnel Identification Form (Confirmation of Security Clearance), which is attached to the original bid solicitation as **Appendix C-1**, listing your company name as well as the first name, last name and date of birth of all individuals who will be providing the services.

## 7.3 Standard Clauses and Conditions

All clauses and conditions identified in the Standing Offer and resulting contract(s) by number, date and title are set out in the <u>Standard Acquisition Clauses and Conditions Manual</u> (https://buyandsell.gc.ca/policy-and-guidelines/standard-acquisition-clauses-and-conditions-manual) issued by Public Works and Government Services Canada.

## 7.3.1 General Conditions

<u>2005</u> (2017-06-21), General Conditions - Standing Offers - Goods or Services, apply to and form part of the Standing Offer.

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# 7.3.2 Standing Offers Reporting

The Offeror must compile and maintain records on its provision of goods and services to Canada under contracts resulting from the Standing Offer. This data must include all purchases done by Canada, including those acquired and paid for by Canada acquisition cards.

The Offeror must provide this data in accordance with the reporting requirements detailed in annex "D". If some data is not available, the reason must be indicated in the report. If no goods or services is provided during a given period, the Offeror must provide a "nil" report.

The data must be submitted on a quarterly basis to the Standing Offer Authority.

The quarterly reporting periods are defined as follows:

- first quarter: April 1 to June 30
- second quarter: July 1 to September 30
- third quarter: October 1 to December 31
- fourth quarter: January 1 to March 31

The data must be submitted to the Standing Offer Authority no later than fifteen (15) calendar days after the end of the reporting period.

## 7.4 Term of Standing Offer

## 7.4.1 Period of the Standing Offer

The period for making call-ups against the Standing Offer is from SOA Award to July 31, 2022.

# 7.4.2 Extension of Standing Offer

If the Standing Offer is authorized for use beyond the initial period, the Offeror offers to extend its offer for an additional one (1), one (1) year period under the same conditions and at the rates or prices specified in the Standing Offer, or at the rates or prices calculated in accordance with the formula specified in the Standing Offer.

The Offeror will be advised of the decision to authorize the use of the Standing Offer for an extended period by the Standing Offer Authority fifteen (15) days before the expiry date of the Standing Offer. A revision to the Standing Offer will be issued by the Standing Offer Authority.

## 7.4.3 Comprehensive Land Claims Agreements (CLCAs)

The Standing Offer (SO) is for the delivery of the requirement detailed in the SO to the Identified Users across Canada, excluding locations within Yukon, Northwest Territories, Nunavut, Quebec, and Labrador that are subject to Comprehensive Land Claims Agreements (CLCAs). Any requirement for deliveries to locations within CLCAs areas within Yukon, Northwest Territories, Nunavut, Quebec, or Labrador will have to be treated as a separate procurement, outside of the standing offer.

## 7.4.4 Delivery points

Delivery must be made in accordance with the call-up against the Standing Offer.

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# 7.5 Authorities

## 7.5.1 Standing Offer Authority

The Standing Offer Authority is:

Name:Marin McLeodTitle:Contracting SpecialistOrganization:Fisheries and Oceans CanadaAddress:301 Bishop Drive, Fredericton, NB E3C 2M6Telephone:506-461-3743E-mail address:DFOtenders-soumissionsMPO@dfo-mpo.gc.ca

The Standing Offer Authority is responsible for the establishment of the Standing Offer, its administration and its revision, if applicable. Upon the making of a call-up, as Contracting Authority, he is responsible for any contractual issues relating to individual call-ups made against the Standing Offer by any Identified User.

## 7.5.2 Project Authority

The Project Authority for the Standing Offer is identified in the call-up against the Standing Offer. (*To Be Completed at Standing Offer Award*)

The Project Authority is the representative of the department or agency for whom the Work will be carried out pursuant to a call-up against the Standing Offer and is responsible for all the technical content of the Work under the resulting Contract.

## 7.5.3 Offeror's Representative

To Be Completed at Standing Offer Award

## 7.6 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2019-01 of the Treasury Board Secretariat of Canada

## 7.7 Identified Users

The Identified User authorized to make call-ups against the Standing Offer is: Fisheries and Oceans Canada.

## 7.8 Call-up Procedures - Right of first refusal basis:

The call-up procedures require that when a requirement is identified, the identified user will contact the highest-ranked offeror to determine if the requirement can be satisfied by that offeror. If the highest-ranked offeror is able to meet the requirement, a call-up is made against its standing offer. If that offeror is unable to meet the requirement, the identified user will contact the next ranked offeror. The identified user will continue and proceed as above until one offeror indicates that it can meet the requirement of the call-up. In other words, call-ups are made based on the "right of first refusal" basis. When the highest-ranked offeror is unable to fulfill the need, the identified user is required to document its file appropriately. The resulting call-ups are considered competitive and the competitive call-up authorities can be used.

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## 7.9 Call-up Instrument

The Work will be authorized or confirmed by the Identified User(s) using the duly completed forms or their equivalents as identified in paragraphs 1 and 2 below, or by using Canada acquisition cards (Visa or MasterCard) for low dollar value requirements.

- 1. Call-ups must be made by Identified Users' authorized representatives under the Standing Offer and must be for goods or services or combination of goods and services included in the Standing Offer at the prices and in accordance with the terms and conditions specified in the Standing Offer.
- 2. Any of the following forms could be used which are available through <u>PWGSC Forms Catalogue</u> website:
  - PWGSC-TPSGC 942 Call-up Against a Standing Offer
  - PWGSC-TPGSC 942-2 Call-up Against a Standing Offer Multiple Delivery
  - PWGSC-TPSGC 944 Call-up Against Multiple Standing Offers (English version)
  - PWGSC-TPSGC 945 Commande subséquente à plusieurs offres à commandes (French version)

or

- 3. An equivalent form or electronic call-up document which contains at a minimum the following information:
  - standing offer number;
  - statement that incorporates the terms and conditions of the Standing Offer;
  - description and unit price for each line item;
  - total value of the call-up;
  - point of delivery;
  - confirmation that funds are available under section 32 of the Financial Administration Act;
  - confirmation that the user is an Identified User under the Standing Offer with authority to enter into a contract.

# 7.10 Limitation of Call-ups

Individual call-ups against the Standing Offer must not exceed \$50,000.00 (Applicable Taxes included).

## 7.11 Financial Limitation

The total cost to Canada resulting from call ups against the Standing Offer must not exceed the sum of (*To Be Completed at Standing Offer Award*) (Applicable Taxes Included) unless otherwise authorized in writing by the Standing Offer Authority. The Offeror must not perform any work or services or supply any articles in response to call ups which would cause the total cost to Canada to exceed the said sum, unless an increase is so authorized.

The Offeror must notify the Standing Offer Authority as to the adequacy of this sum when 75 percent of this amount has been committed, or 6 months before the expiry date of the Standing Offer, whichever comes first. However, if at any time, the Offeror considers that the said sum may be exceeded, the Offeror must promptly notify the Standing Offer Authority.

## 7.12 **Priority of Documents**

If there is a discrepancy between the wording of any documents that appear on the list, the wording of the document that first appears on the list has priority over the wording of any document that subsequently appears on the list.

- a) the call up against the Standing Offer, including any annexes;
- b) the articles of the Standing Offer;
- c) the general conditions 2005 (2017-06-21), General Conditions Standing Offers Goods or Services

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- d) <u>2010B</u> (2020-05-28), General Conditions Professional Services (Medium Complexity);
- e) Annex "A", Statement of Work;
- f) Annex "B", Basis of Payment;
- g) Annex "C", Security Requirements Check List;
- h) Annex "D", Insurance Requirements;
- i) the Offeror's offer dated \_\_\_\_\_ (*To Be Complete at Standing Offer Award*)

#### 7.13 Certifications and Additional Information

## 7.13.1 Compliance

Unless specified otherwise, the continuous compliance with the certifications provided by the Offeror with its offer or precedent to issuance of the Standing Offer (SO), and the ongoing cooperation in providing additional information are conditions of issuance of the SO and failure to comply will constitute the Offeror in default. Certifications are subject to verification by Canada during the entire period of the SO and of any resulting contract that would continue beyond the period of the SO.

#### 7.13.2 Permits

The Offeror must obtain and maintain all permits, licenses and certificates of approval necessary for the performance of the work under applicable federal, provincial and municipal laws. The Offeror is responsible for all costs imposed under such laws and regulations. Upon request, the Offeror must submit a copy of such permits, licenses or certificates to the Federal Authority.

#### 7.13.3 Professional Titles

The Offeror must employ and supervise qualified, certified and competent tradespeople to ensure a consistent high level of workmanship. The Technical Authority may request to view and record details of the Contractor's tradespeople certifications or qualifications. This demand should not be exercised improperly, but be aimed only at ensuring that qualified tradespeople are performing the necessary work.

## 7.14 Applicable Laws

The Standing Offer and any contract resulting from the Standing Offer must be interpreted and governed, and the relations between the parties determined, by the laws in force in British Columbia.

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# B. RESULTING CONTRACT CLAUSES

The following clauses and conditions apply to and form part of any contract resulting from a call-up against the Standing Offer.

## 7.1 Statement of Work

The Contractor must perform the Work described in the call-up against the Standing Offer.

## 7.2 Standard Clauses and Conditions

## 7.2.1 General Conditions

<u>2010B</u> (2020-05-28), General Conditions - Professional Services (Medium Complexity) apply to and form part of the Contract.

## 7.3 Term of Contract

# 7.3.1 Period of the Contract

The work is to be performed in accordance with the period of the contract specified in the call-up against the Standing Offer.

## 7.3.2 Delivery Date

Delivery must be completed in accordance with the call-up against the Standing Offer.

## 7.4 Proactive Disclosure of Contracts with Former Public Servants

By providing information on its status, with respect to being a former public servant in receipt of a Public Service Superannuation Act (PSSA) pension, the Contractor has agreed that this information will be reported on departmental websites as part of the published proactive disclosure reports, in accordance with Contracting Policy Notice: 2012-2 of the Treasury Board Secretariat of Canada.

## 7.5 Payment

## 7.5.1 Basis of Payment

The Contractor will be paid for its costs reasonably and properly incurred in the performance of the Work, in accordance with the Basis of payment in Annex "B", to a limitation of expenditure of \$\_\_\_\_\_ (to be inserted at Standing Offer issuance).

Customs duties are included and Applicable Taxes are extra.

Canada will not pay the Contractor for any design changes, modifications or interpretations of the Work, unless they have been approved, in writing, by the Contracting Authority before their incorporation into the Work.

## 7.5.2 Limitation of Expenditure

1. Canada's total liability to the Contractor under the Contract must not exceed \$ \_\_\_\_\_ (to be inserted at Standing Offer issuance). Customs duties are included) and Applicable Taxes are extra.

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2. No increase in the total liability of Canada or in the price of the Work resulting from any design changes, modifications or interpretations of the Work, will be authorized or paid to the Contractor unless these design changes, modifications or interpretations have been approved, in writing, by the Contracting Authority before their incorporation into the Work. The Contractor must not perform any work or provide any service that would result in Canada's total liability being exceeded before obtaining the written approval of the Contracting Authority. The Contractor must notify the Contracting Authority in writing as to the adequacy of this sum:

- a. when it is 75% committed, or
- b. four months before the contract expiry date, or
- c. as soon as the Contractor considers that the contract funds provided are inadequate for the completion of the Work,

whichever comes first.

3. If the notification is for inadequate contract funds, the Contractor must provide to the Contracting Authority a written estimate for the additional funds required. Provision of such information by the Contractor does not increase Canada's liability.

## 7.5.3 Travel and living expenses

Travel or living expenses incurred under this contract will not be reimbursed to the contractor by the Crown.

#### 7.5.4 Method of Payment

The following methods of payment will apply:

- 1. SACC Manual clause <u>H1000C</u> (2008-05-12), Single Payment
- 2. SACC Manual clause H1008C (2008-05-12), Monthly Payment

## 7.5.5 Electronic Payment of Invoices – Call-up

The Contractor accepts to be paid using any of the following Electronic Payment Instrument(s):

- a. Visa Acquisition Card;
- b. Direct Deposit (Domestic and International)

#### 7.6 Invoicing Instructions

- 1. The Contractor must submit invoices in accordance with the section entitled "Invoice Submission" of the general conditions. Invoices cannot be submitted until all work identified in the invoice is completed. Each invoice must be supported by:
  - a. a copy of time sheets to support the time claimed;
  - b. a copy of the release document and any other documents as specified in the Contract;
  - c. a copy of the invoices, receipts, and vouchers for all direct expenses;
  - d. a copy of the monthly progress report.
- 2. Invoices must be distributed as follows:
  - a. One (1) copy must be forwarded to the following email address: <u>DFO.invoicing-facturation.MPO@canada.ca</u>
  - b. cc AP Coder: (to be inserted at Standing Offer issuance)
  - c. One (1) copy must be forwarded to the Project Authority identified in the call-up.

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# 7.7 Insurance - No Specific Requirements

The Contractor is responsible for deciding if insurance coverage is necessary to fulfill its obligation under the Contract and to ensure compliance with any applicable law. Any insurance acquired or maintained by the Contractor is at its own expense and for its own benefit and protection. It does not release the Contractor from or reduce its liability under the Contract.

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## ANNEX "A" - STATEMENT OF WORK

## TITLE: Legionella Bacteria Control Management Plans, Pacific Region

## 1. PURPOSE

This Statement of Work has been developed by the Department of Fisheries and Oceans (DFO) and the Canadian Coast Guard (CCG) for the purpose of soliciting services to obtain a complete Legionella risk assessment and Legionella Bacteria Control Management Plan for each specified DFO/CCG locations in British Columbia. The list of specific properties for which these are required for will be provided upon contract award.

## 2. DEFINITIONS

GCDWQ: Guidelines for Canadian Drinking Water Quality

*MD* 15161: Public Services and Procurement Canada's Standard for Building Owners, Design Professionals, and Maintenance Personnel on the Control of Legionella in Mechanical Systems. The most recent version of which is MD 15161-2013.

PSPC: Public Services and Procurement Canada

DFO: Fisheries and Oceans Canada

CCG: Canadian Coast Guard

LBCMP : Legionella Bacteria Control Management Plan

## 3. BACKGROUND

Legionella is bacteria that lives in water that can cause Legionnaires' disease and Pontiac fever. Legionnaires' disease is a respiratory illness that results in pneumonia while Pontiac fever is a less severe illness that causes flu-like symptoms. To grow, Legionella prefers warm water, and can be found in temperatures ranging from 20°C to 50°C. Ideal growth temperature is between 35°C and 45°C.

Key water systems with the greatest potential for Legionella amplification include but are not limited to:

- Cooling towers and evaporative condensers
- Open water systems (e.g. decorative fountains and waterfalls)
- Misters, atomizers, air washers, humidifiers
- Domestic water systems

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## Table 1. Location of Sites

Building Descriptions Legionella Bacteria Control Management Plans for Pacific							
Town	Site name	Building Type	Building Identifier	Building Size (m <sup>2</sup> )			
Sydney	Institute of Ocean Sciences (IOS)	Major Facility	P K 90074	21,606			
Nanaimo	Pacific Biological Station (PBS)	Major Facility	P K 90136	13,427			
West Vancouver	West Van Lab (WVL)	Major Facility	P K 90237	5390			
Cultus Lake	Cultus Lake Lab (CLL)	Major Facility	P K 90043	1359			
Prince Rupert	Seal Cove Coast Guard Base (SEAL)	Major Facility	P K 00893	7464			
Victoria	Victoria Coast Guard Base (VIC)	Major Facility	P K 00113	12,129			

## 4. SCOPE

## 4.1 Legionella Risk Assessments and Control Management Plans

A site based risk assessment should be performed to determine the system level and facility level risk of Legionella at each location. Legionella risk assessments should follow the Public Services and Procurement Canada (PSPC) MD 15161-2013 Control of Legionella in Mechanical Systems Legionella Risk & Hazard Assessment. This standard should be met or exceeded when assessing Legionella risk in buildings. Any site with identified medium and high risk areas shall be further assessed and an Legionella Bacteria Control Management Plan will be created.

An inventory of all systems susceptible to Legionella should be kept. Systems that have been identified as Legionella susceptible should have their Legionella level of risk identified and documented. The Contractor should be prepared to take temperature readings and bacteria culture tests at key points within identified systems for the purpose of assigning a hazard designation according to the PSPC Table (Appendix A). The hazard shall be identified as low, medium, or high risk based on the presence of Legionella hazard characteristics.

See Table 2 for the suggested layout to use for Legionella susceptible system inventorying.

Upon the identification of the risks throughout each building on site, a Legionella Bacteria Control Management Plan (LBCMP) shall be created by the Contractor. The Legionella Bacteria Control Plan will be provided as per the requirements within Section 1.6 Legionella Bacteria control management program of the Mechanical Design 15161-2013 – Control of Legionella in Mechanical Systems standard including but not limited to:

- The initial site review and risk hazard assessment as outlined above
- Information on health effects of exposure to Legionella Bacteria or Legionnaires Disease and regulatory requirements
- Contact list of the Property Manager, operations and maintenance, personnel service contractors, and equipment manufacturers

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- Procedures for maintaining the quality of water in order to minimize the growth of bacteria
- System operations procedures
- Procedures and manuals for operating and maintenance
- Protocols for maintenance and testing (method, location and frequency) of water quality
- List of the chemical products and substances to be used and their description, if applicable
- Measures for verifying the mechanical components of the facility and equipment of water cooling towers and water systems;
- All forms and checklists shown in Appendix E of the standard
- Sampling schedules for each system
- Safe work procedures and personal protective equipment needed to complete tasks.
- The LBCMP must be reviewed and signed by a Professional Engineer

Upon completion of the LBCMP, the contractor may be asked to provide training to site staff on sampling methods and implementation requirement of the LBCMP.

**Table 2:** Example of System Susceptibility to Legionella Inventory Table outlining key points of information needed to be tracked.

Table 2: System Susceptibility to Legionella Inventory Table (Example)									
System #	System Type	Location	Hazard Characteristics	Risk Level					
1	Humidifiers	Water supply side	- Water stagnation exists (medium) - Direct steam (low)	Medium					
2	Cooling Tower	Parallel to parking lot	<ul> <li>No evaporative condenser (low)</li> <li>Excessing drift from tower exhaust (high)</li> </ul>	High					

## 4.2 Government Furnished Information

Where available the DFO/CCG will provide the following information to assist in the completion of the work outlined above:

- Floor plans (may be available for all sites)
- Schematics of building plumbing (may be available for some sites)
- Recent water quality data (if available)

Floor plans and plumbing schematics may not be available for all buildings and the Contractor should include the creation of any and all content required to complete the work outlined within this Statement of Work.

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# 4.3 Scope and Schedule Control

No work shall be undertaken which is additional or supplemental to or in substitution of the work specified, unless approved in advance by the DFO Project Authority. Any requests for additional, supplemental or substitution of work will be accompanied by a full description of the work and rational for its completion. More flexibility may be granted if such a situation arises while on-site, and the DFO Project Manager or designate cannot be reached. In this case, the judgement of the Contractor will prevail, with a full description and rationale provided at the earliest opportunity to the DFO Project Authority.

# 5. REPORTING

Reports will be sent to the DFO Project Authority within two weeks of their creation or receipt. The Contractor shall provide weekly progress reports by e-mail to the DFO Project Authority advising of the project status and any factors which may influence the planned schedule, budget or deliverables.

All information is to be communicated to the DFO Project Authority. The Contractor is not to make any comments to any other DFO personnel, the public or media with respect to the risk level or condition of the facilities at a DFO/CCG building.

# 6. KEY DELIVERABLES

For each DFO/CCG location, the Contractor shall complete a written report which is to include:

- The cover page of each report will clearly denote the facility name, address, DFO building number (P K #),
- An introduction, regulatory framework description and a description of the buildings.
- A process diagram depicting and describing major system components (i.e. source, treatment, storage, distribution, etc.)
- Schematics of all water systems (those susceptible to Legionella AND those not identified as susceptible to Legionella) including identification of all fixtures and controls.
- A facility based Legionella risk assessment (Appendix A). See example Table 2.
- Upon the completion of the Legionella Risk assessment, a Legionella Bacteria Control Management Plan shall be created for the site. The Legionella Bacteria Control Management Plan will be written based on the requirements outlined in section 1.6 of the MD 15161-2013 Control of Legionella in Mechanical Systems.
- The Legionella Bacteria Control Plan must be approved by a Professional Engineer.
- All key deliverables shall be provided to the Project Authority in an electronic PDF and Microsoft Word format.

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## 7. SPECIAL REQUIREMENTS

The following special requirements are required of the Contractor in completing this project:

**Confidentiality:** Information, data, photos, drawings, etc. gathered as part of this project shall be treated as confidential and shall be made available only to the DFO/CCG as authorized in writing by the DFO Project Authority. Any photos, plans or documents provided as reference materials by the DFO to a Contractor remain the property of, and shall not be used, shared, or sold to any group for any other purpose except upon written authorization of the DFO Project Authority. All such reference materials must be returned to the DFO Project Authority with the final report. Any queries regarding this project from the public, news media or others should be referred to the DFO Project Manager.

**Site Operations:** The Contractor's on-site activities shall not disrupt the normal function, access, and working environment of the site within reason. The Contractor shall not access the site without prior approval from the DFO Project Authority.

**COVID-19:** Prior to the completion of their work, the Contractor must review all relevant government advisories and adhere to the regulations applicable to their jurisdiction. On-site activities must be completed using PPE where necessary, and preventative measures are to be taken where applicable to reduce the risk of transmission to individuals within the working environment.

**Qualifications:** All final deliverables of the sanitary survey and Legionella Bacteria Control Plan must be reviewed and signed by a Professional Engineer for Quality Assurance.

## 8. TIMELINES/COMPLETION

The contents of the questionnaire are to be submitted to the project authority within two weeks of contract award for approval by the DFO Project Authority before being distributed to DFO employees. Draft submissions of the completed sanitary surveys, risk assessment and Legionella Bacteria Control Management Plan shall be received no later than March 11, 2022. Upon completion of a one-week internal review, an additional one-week revision period will be granted with all final deliverables and invoicing to be received no later than March 25, 2022.

## 9. RESOURCES

Health Canada. 2013. Guidance for Providing Safe Drinking Water in Areas of Federal Jurisdiction. <u>https://www.canada.ca/content/dam/canada/health-canada/migration/healthy- canadians/publications/healthy-living-vie-saine/water-federal-eau/alt/water-federal-eau-eng.pdf</u>

Public Services and Procurement Canada. 2016. MD 15161-2013 Control of Legionella in Mechanical Systems. <u>https://www.tpsgc-pwgsc.gc.ca/biens-property/documents/Legionella-eng.pdf</u>

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#### **APPENDIX A-1 - Facility Based Legionella Risk Assessment**

The following table is to be used to describe applicable hazard characteristics and assign risks to systems within the facility based Legionella risk assessment:

**Table 3:** This table is taken from MD 15161-2013 (Table 2.1) and describes risk levels associated with hazard characteristics.

System Type	Hazard Characteristics	Risk Level
Cooling Tower	No evaporative condenser	Low
	Located more than 10 m from air intake	Low
	Located less than 10 m from air intake	High
	Excessing drift from tower exhaust	High
	Water temperature always below 20 °C at any point in the system	Low
	Water temperature in 20-35 °C range at any point in the system	Medium
	Water temperature exceeds 35 °C at any point in the system	High
	Located within 10 m of kitchen exhausts, vegetation etc.	High
	Recent history of elevated bacterial levels	High
Open Water Systems	Water temperature always below 20 °C at any point in the system	Low
	Water temperature in 20-35 °C range at any point in the system	Medium
	Water temperature exceeds 35 °C at any point in the system	High
	Aerosolization of water occurs	High
	Located within 10 m of kitchen exhausts, vegetation etc.	High
	Located close to public areas	Medium
	Recent history of elevated bacteria levels	High
Humidifiers	Direct steam, infrared or gas humidifier	Low
	Any other type of humidifier	High
	Water stagnation exists	Medium
Drain Pans	Water stagnation exists	Medium
	No water stagnation	Low
Domestic Cold Water	Piping subjected to periods of prolonged water stagnation	Low to Medium
Systems	Water temperature always below 20 °C	Low
,	Water temperature in 20-35 °C range	Medium
	Potential for cross-contamination with process water	High
	Piping is not insulated to Code	Medium
	Shower facilities connected	Medium
Domestic Hot Water	Water storage temperature exceeds 60 °C	Low
System	Water storage temperature in 50-60 °C range	Medium
-	Water distribution temperature below 50 °C	High
	Piping subjected to periods of prolonged water stagnation	High
	No re-circulation pump	High
	Shower facilities connected	High

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# ANNEX "B" - BASIS OF PAYMENT

# Initial Contract Period – SOA Award to July 31, 2022

Legionella Risk Assessment and LBCMP for Pacific Region							
	Cost Item	Units	Unit Price (\$)				
1.	Site visit	Building	\$				
2.	Legionella Risk Assessment	Report	\$				
3.	Legionella Bacteria Control Management Plan	Report	\$				
4.	Water and Bacteria Analysis	Sample	\$				

# Option Period 1 – August 1, 2022 to July 31, 2023

Legionella Risk Assessment and LBCMP for Pacific Region							
	Cost Item	Units	Unit Price (\$)				
1.	Site visit	Building	\$				
2.	Legionella Risk Assessment	Report	\$				
3.	Legionella Bacteria Control Management Plan	Report	\$				
4.	Water and Bacteria Analysis	Sample	\$				

# Legionella Risk Assessment and LBCMP for Pacific Region

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File No. - N° du dossier 450000XXXX (TBD)

	Cost Item	Units	Unit Price (\$)
1.	Site visit	Building	\$
2.	Legionella Risk Assessment	Report	\$
3.	Legionella Bacteria Control Management Plan	Report	\$
4.	Water and Bacteria Analysis	Sample	\$

client File No. - N° du dossier 450000XXXX (TBD)

Buyer ID - Id de l'acheteur XXXXX CCC No./N° CCC - FMS No./N° VME

# ANNEX "C" - SECURITY REQUIREMENTS CHECK LIST

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Solicitation No N° de l'invitation
30000153
Client Ref. No N° de réf. du client
30000153

File No. - N° du dossier 450000XXXX (TBD) Buyer ID - Id de l'acheteur XXXXX CCC No./N° CCC - FMS No./N° VME

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Government Gouvernement of Canada du Canada

Contract Number / Numéro du contrat	
FW041-200005	
 Security Classification / Classification de sécurité	

8. Will the su	minued) / PARTIE A (suite) pplier require access to PROTECTI	ED and/or CLASSIFIED COMSEC information or assets?	No Yes
Le fourniss If Yes, Indi	seur aura-t-ll accès à des renseigne cate the ievel of sensitivity:	ments ou à des blens COMSEC désignés PROTÉGÉS et/ou CLASSIFIÉS?	Non Oul
Dans l'affin	mative, Indiquer le niveau de sensi	blité : ensitive INFOSEC information or assets?	Z No Yes
		ments ou à des blens INFOSEC de nature extrêmement délicate?	Non Oui
	(s) of material / Titre(s) abrégé(s) d	u matériei :	
	Number / Numéro du document : RSONNEL (SUPPLIER) / PARTIE	8 - PERSONNEL (FOURNISSEUR)	
IO. a) Person	nel security screening level require	d / Niveau de contrôle de la sécurité du personnel reguls	
1	RELIABILITY STATUS COTE DE FIABILITÉ		ECRET SECRET
	TOP SECRET- SIGINT TRÊS SECRET - SIGINT		IC TOP SECRET IC TRÉS SECRET
	SITE ACCESS ACCÈS AUX EMPLACEMENTS		
	Special comments: Commentaires spéciaux :		
	NOTE: If multiple levels of screer REMARQUE : SI plusieurs nivea	ning are identified, a Security Classification Guide must be provided. aux de contrôle de sécurité sont requis, un guide de classification de la sécurité doit.	être fourni.
	screened personnel be used for po		No Yes Non Qui
	will unscreened personnel be esco		
Dans I	affirmative, le personnel en questio	n sera-t-li escorté?	Non Cul
		E C - MESURES DE PROTECTION (FOURNISSEUR)	
INFORMAT	ION / ASSETS / RENSEIGNEN	AENTS / BIENS	
11. a) Will the premis		d store PROTECTED and/or CLASSIFIED Information or assets on its site or	No Yes
Le four		d'entreposer sur place des renseignements ou des biens PROTÉGÉS et/ou	
	e supplier be required to safeguard misseur sera-t-il tenu de protéger d	COMSEC information or assets? es renseignements ou des blens COMSEC?	No Yes
PRODUCTI	ON		
			60 - 50 <mark>0</mark> - 00 - 00 - 00 - 00 - 00 - 00 - 00
OCCUF 2	t the supplier's site or premises?	air and/or modification) of PROTECTED and/or CLASS/FIED material or equipment	No Yes Non Oui
	tallations du fournisseur serviront-elle LASSIFIÉ?	es à la production (fabrication et/ou réparation et/ou modification) de matériel PROTÉGE	
INFORMATI	ON TECHNOLOGY (IT) MEDIA /	SUPPORT RELATIF À LA TECHNOLOGIE DE L'INFORMATION (TI)	
		tems to electronically process, produce or store PROTECTED and/or CLASSIFIED	VNO Yes
	ation or data? nisseur sera-t-li tenu d'utiliser ses pro	opres systèmes informatiques pour traiter, produire ou stocker électroniquement des	Non Oul
	nements ou des données PROTÉGI		
Dispos		supplier's IT systems and the government department or agency? le système informatique du fournisseur et celui du ministère ou de l'agence	No Yes Non Oul
Annual R	CHARLES .		
TBS/SCT 3	50-103(2004/12)	Security Classification / Classification de sécurité	
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#### ANNEX "C-1" - PERSONNEL IDENTIFICATION FORM (PIF) DEPARTMENT OF FISHERIES AND OCEANS CANADA

	Contract / file number:	# 30000153
PROJECT TITLE: Legionella Bacteria	ol Management Plans, Pacific Region	
Company Name:		
Address:		
Telephone number:		
Fax number:		
PWGSC file or Certificate #:		

#### Professional Services (Add second page if more space needed, please print clearly)

Resource Person working on this project	Date of birth YYY/MM/DD	PWGSC file or certificate #	Security Level	Meet	Does not Meet	Comments

## Contractor's Authorized Signatory: \_\_\_\_\_ Date: \_\_\_\_\_

## (For Official Use)

Company Clearance	Required	Security Level	Meet / Does not Meet / Comments (Official Use Only)
Designated Organization Screening			
Facility Security Clearance			
Document Safeguarding Capability			

#### For Use at Fisheries and Oceans Canada

Authorization of Contracting Security Authority

I approve

I do not approve based on: \_\_\_\_\_

Contracting Security Authority: \_\_\_\_\_ Date: \_\_\_\_\_

Buyer ID - Id de l'acheteur XXXXX CCC No./N° CCC - FMS No./N° VME

File No. - N° du dossier 450000XXXX (TBD)

# ANNEX "D" STANDING OFFER REPORTING

Sample Report:

Call-up Date	Call-up Number	Description of Service/Purchase	Project Authority	Date of Completion of Work	Price	Qty	Extended Total

File No. - N° du dossier 450000XXXX (TBD) Buyer ID - Id de l'acheteur XXXXX CCC No./N° CCC - FMS No./N° VME

## **ANNEX "E" - EVALUATION SUBMISSION FORMS**

The following forms should be used to prepare the submission for the technical component. Only the forms provided should be submitted as the technical proposal and a maximum of two pages per team member is required. Space is limited in order to streamline the evaluation process.

PROJECT 1 LEGIONELLA RISK ASSESSMENT AND LEGIONELLA BACTERIA CONTROL MANAGEMNT PLAN		
Project Title		
Project Location	Province: City:	
Client	Company Name: Company Address: Client Contact Phone Number and Email:	
Project Start Date and Duration	Start date of project (Must be after March, 2018): End date of project (Must be before March, 2021):	
<ul> <li>The corporate role in the project including: The scope of services rendered; The project objectives;</li> <li>Methods of assessment</li> <li>Sampling procedures and analysis</li> <li>LBCMP for client</li> </ul>		
Success in providing project deliverables within stated quality, budget and schedule requirements.		

File No. - N° du dossier 450000XXXX (TBD) Buyer ID - Id de l'acheteur XXXXX CCC No./N° CCC - FMS No./N° VME

PROJECT 2 LEGIONELLA RISK ASSESSMENT AND LEGIONELLA BACTERIA CONTROL MANAGEMNT PLAN		
Project Title		
Project Location	Province: City:	
Client	Company Name: Company Address: Client Contact Phone Number and Email:	
Project Start Date and Duration	Start date of project (Must be after March, 2018): End date of project (Must be before March, 2021):	
<ul> <li>The corporate role in the project including: The scope of services rendered; The project objectives;</li> <li>Methods of assessment</li> <li>Sampling procedures and analysis</li> <li>LBCMP for client</li> </ul>		
Success in providing project deliverables within stated quality, budget and schedule requirements.		

File No. - N° du dossier 450000XXXX (TBD) Buyer ID - Id de l'acheteur XXXXX CCC No./N° CCC - FMS No./N° VME

Project Personnel		
Full Name		
Education		
Canadian Professional Accreditation		
Years of relevant professional experience		
Project experience completed since March 2018		
Legionella Risk Assessments		
Legionella Bacteria Control Management Plans		

Project Personnel		
Full Name		
Education		
Canadian Professional Accreditation		
Years of relevant professional experience		
Project experience completed since March 2018		
Legionella Risk Assessments		
Legionella Bacteria Control Management Plans		

Project Personnel		
Full Name		
Education		
Canadian Professional Accreditation		
Years of relevant professional experience		
Project experience completed since March 2018		
Legionella Risk Assessments		
Legionella Bacteria Control Management Plans		